

STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

DATE: 10/26/2018

CONTRACT #: 8002409

NIGP CODE: 968-7100

CONTRACT FOR: Solid Waste Removal

CONTRACTOR: Pinard Waste Systems, Inc

VENDOR CODE #: 174128

SUBMITTED FOR ACCEPTANCE BY:


JEFFREY A. HALEY, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

DATE

10/26/18

RECOMMENDED FOR ACCEPTANCE BY:


PAUL RHODES, ADMINISTRATOR III
BUREAU OF PURCHASE AND PROPERTY

DATE

10/26/18


APPROVED FOR ACCEPTANCE BY:


GARY LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE

10/26/18

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.


CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE

10/29/18

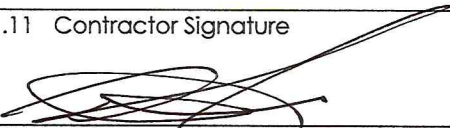
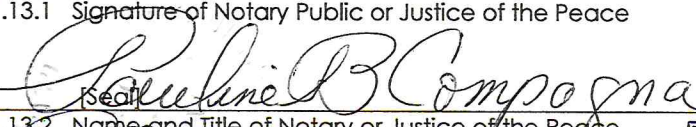
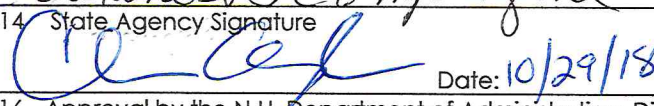
Subject: _____

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name Department of Administrative Services		1.2 State Agency Address 25 Capitol Street, Concord, NH 03301	
1.3 Contractor Name Pinard Waste Systems Inc VC#174128		1.4 Contractor Address PO Box 5048, Manchester, NH 03105	
1.5 Contractor Phone Number 603-623-7933	1.6 Account Number Various	1.7 Completion Date October 31, 2021	1.8 Price Limitation \$450,000.00
1.9 Contracting Officer for State Agency Jeffrey A Haley		1.10 State Agency Telephone Number 603-271-2202	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Alan Dunn - President	
1.13 Acknowledgement: State of <u>N.H.</u> , County of <u>Merrimack</u> On <u>10-22-2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace Pauline B. Compagna			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.

The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBIT A SCOPE OF SERVICES

1. INTRODUCTION

Pinard Waste Systems Inc (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Solid Waste Removal Services in accordance with the bid/proposal submission in response to State Request for Bid 2105-19 and as described herein.

2. CONTRACT DOCUMENTS

This Contract consists of the following documents ("Contract Documents") in order of precedence:

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Scope of Services
- c. EXHIBIT B Payment Terms
- d. EXHIBIT C Special Provisions
- e. EXHIBIT D RFB 2105-19

3. TERM OF CONTRACT

This contract shall commence on November 1, 2018 or the date approved by the Commissioner of Administrative Services, whichever is later, and terminates on October 31, 2021, a period of approximately three (3) years.

4. SCOPE OF WORK

PERFORMING SERVICES:

The Contractor shall perform all services according to the requirements and specifications of this bid.

- The Contractor(s) shall furnish solid waste dumpsters, as listed in Attachment A. And roll off dumpsters as listed in Attachment B, all supplies necessary to complete the service, as well as be responsible for the collection, transportation, and legal disposal of the solid waste at an approved site.
- The term "solid waste collection and removal services" shall include providing containers, pick-up, transportation and disposal of solid waste. The Contractor(s) shall make their own arrangements to dispose of the solid waste.
- Each facility/agency shall determine the pickup location(s), container size, type, and frequency of pick up; will call or scheduled day(s).
- All dumpsters must have closed tops.
- Bear-proof dumpsters may be required at some locations.
- Locks may be required and must be provided at NO EXTRA COST. Agencies shall make arrangements with the Contractor(s) for sites requiring locks.

- Locks that lost or broken due to negligent actions by State Agencies will be the agencies responsibility to replace.
- The Contractor(s) shall be responsible for the maintenance and repair of the containers at no additional cost to the State.
- The State reserves the right to request dumpsters that are deemed in disrepair, unsafe, or unsightly to be swapped out at no charge to the State.
- The Contractor(s) shall at all times be responsible for the safe, careful, and efficient operation of their equipment and shall comply with all safety regulations applicable to this operation.
- Equipment operators shall be experienced and capable and shall be licensed by the State to operate motor vehicles.
- Additional containers can be added or upgraded to the contract in the future as agreeable between the parties.
- The State reserves the right to change the size of the container, or the frequency of pick-up, for any of the locations throughout the term.
- Additional, on-call pick-up service shall be provided at the rates and prices for normal services as specified in offer section.
- A maximum fee of \$50.00 may be charged to State Agencies that request a contracted dumpster size be swapped for a different size. This fee will not be charged for initial can placement for awarded locations.
- Some State of New Hampshire locations own their own compactors that would require only hauling and disposal; some would require receiver box rental, hauling, and disposal. Agency contact will specify when requesting service.
- Response time for Will Call locations shall be within 72 hours once service call is requested.

State Prison Requirements

Times and days of pickup shall be made as listed below. The times and days listed for the pickup of containers A, B, C, D, E, F, G, H, and I are important to the agency due to security concerns. Day and time of pickup may be changed as agreeable between agency and contractor.

1. NH State Prison for Women – One (1) 8 cubic yard front-load container. Pickups three (3) times weekly inside the north side gate (Monday, Wednesday and Friday between the hours of 7:30am-4:00pm).
2. South Yard – Three (3) 10 cubic yard front load containers to be labeled A, B, & C to be located within the confines of the South Yard. Pickup to be six (6) times weekly between 7:00 AM to 7:30 AM (Monday – Saturday).
3. North End House and Minimum Security Unit – One (1) 10 cubic yard front load container to be labeled D to be located outside and adjacent to the South Trap. Pickup six (6) times weekly between 7:00 AM – 3:00 PM (Monday – Saturday).

4. North Yard Auto Body/Voc. Training – One (1) 10 cubic yard front load container to be labeled E to be located at the Auto Body Shop. Pickup twice (2) weekly (Tuesday & Friday) between 7:00 AM – 7:30 AM.
5. Rental of one (1) each 6 cubic yard front load container to be labeled F to be located at the North Yard Industries Wood Shop. Pickup once (1) weekly (Monday) between 7:00 AM – 7:30 AM.
6. Secure Psychiatric Unit – One (1) 6 cubic yard front load container to be labeled G to be located at the Secure Psychiatric Unit. Pickups twice (2) weekly (Monday & Thursday) between 7:00 AM – 3:00 PM.
7. Prison Farm, Building & Trades – One (1) 10 cubic yard front load container, to be labeled I to be located at the Farm where Building & Trades is located. Pickup once (1) weekly (Friday) between 7:30 AM – 2 PM.
8. Shea Farm – One (1) 10 cubic yard front-load container. Pickup once (1) weekly (Monday).
9. Calumet House – One (1) 6 cubic yard front-load container. Pickups three (3) times weekly (Monday, Wednesday, Friday).

Definitions:

- “Will Call” containers shall be placed on requested site and picked up within 72 hours of service call.
- “As Needed” refers to containers that shall be placed on site once requested by the utilizing location and emptied within 72 hours of service call. The containers shall not be left permanently on site unless requested and agreed upon by the agency and Contractor.
- Bi-weekly or every other week scheduled pick-ups shall be performed twenty-six (26) total pick-ups per year.
- Twice/month scheduled pick-ups shall be performed twenty-four (24) times per year.
- Monthly schedule pick-ups shall be performed twelve (12) times per year.
- Weekly schedule pick-ups shall be performed fifty-two (52) times per year.
- Quarterly schedule pick-ups shall be performed four (4) times per year.
- Twice/week schedule pick-ups shall be performed one-hundred four (104) times per year.
- Four/week schedule pick-ups shall be performed two-hundred eight (208) times per year.
- Every other month schedule pick-ups shall be performed six (6) times per year.

All services performed under this Contract(s) shall be performed between the hours of 7:30 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.

The Contractor shall not commence work until a conference is held with each agency, at which representatives of the Contractor and the State are present. The conference will be arranged by the requesting agency (State).

The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

The Contractor or their personnel shall not represent themselves as employees or agents of the State.

While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at the State Agency.

The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

If **sub-contractors** are to be utilized, Contractor shall provide information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

5. TERMINATION

The State of New Hampshire has the right to terminate the contract at any time by giving the Contractor thirty (30) days advance written notice.

6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #2105-19, as described herein, and under the terms of this Contract.

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

7. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

The Contractor certifies, by signature of this contract, that neither it nor its principals is presently

debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

8. INSURANCE

Certificate of insurance amounts must be met and maintained throughout the term of the contract and any extensions as per the P-37, section 14 and cannot be cancelled or modified until the State receives a 10 day prior written notice.

9. CONFIDENTIALITY & CRIMINAL RECORD

If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

**EXHIBIT B
PAYMENT TERMS**

1. CONTRACT PRICE

The Contractor hereby agrees to provide Solid Waste Removal services in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed a price of \$450,000.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.8.

2. PRICING STRUCTURE

DUMPSTERS PLACED AND TIPPED						
Location	Address	Town	Dumpster size (Cubic Yard)	Pick Up Schedule	Additional items	Price/Pick up \$
<i>Example</i>	<i>000 State Street</i>	<i>Anytown NH</i>	<i>6</i>	<i>Will Call</i>	<i>Bear Proof</i>	<i>\$10.00</i>
Rockingham County Superior Court	10 Route 125	Brentwood	6	Weekly		\$35.00
Chesterfield Gorge Natural Area	1823 Rt 9	Chesterfield	2	Will Call	lockable container	\$85.00
Dept of Safety	91 Airport Rd	Concord	2	Weekly-Wednesday		\$20.00
DRED Main Office	172 Pembroke Rd	Concord	2	weekly	Must include lock	\$18.00
NH State Prison Farm	312 North State Street	Concord	10	weekly		\$70.00
NH State Prison for Men	North Yard Wood Shop	Concord	6	weekly	time determine must be met (no exceptions)	\$45.00
NH State Prison for Men	Secure Psychiatric Unit	Concord	6	twice/week	time determine must be met (no exceptions)	\$45.00

NH State Prison for Men	281 North State Street, South Yard	Concord	10	Pickup six (6) times weekly Monday – Saturday	time determine must be met (no exceptions)	\$65.00
NH State Prison for Men	South Yard	Concord	10	Pickup six (6) times weekly Monday – Saturday	time determine must be met (no exceptions)	\$65.00
NH State Prison for Men	South Yard	Concord	10	Pickup six (6) times weekly Monday – Saturday	time determine must be met (no exceptions)	\$65.00
NH State Prison for Men	North Yard Auto Body	Concord	10	twice/week	time determine must be met (no exceptions)	\$65.00
NH State Prison for Men	Minimum Security Unit	Concord	10	Pickup six (6) times weekly Monday-Saturday	time determine must be met (no exceptions)	\$65.00
NH State Prison for Women	42 Perimeter Road Concord, NH	Concord	8	M,W,F	time determine must be met (no exceptions)	\$55.00
NH State Prison Warehouse	3 McGuire Street	Concord	6	Weekly		\$40.00
Dover Point DMV Sub-station	50 Boston Harbor Rd	Dover	2	weekly		\$18.00
Liquor Store #9 Dover	47 Chestnut Street	Dover	2	weekly		\$18.00
Liquor Store #43 Farmington	829 NH Route 11, Unit #2	Farmington	2	weekly		\$18.00
Patrol Shed 415	565 Fitchburg Road (Rte 31, approx. 300' south of jct. Rte 31/123S)	Greenville	6	Bi-Weekly	monthly Nov-Mar	\$65.00
Liquor Store #78 Hampstead	416 Emerson Ave Unit 6	Hampstead	2	weekly		\$18.00
Patrol Shed 408	83 Bennington Road (Rte 137, 3/4 mi. north of jct Rte 137/123)	Hancock	6	Bi-Weekly	monthly Nov-Mar	\$65.00

Gilson Pond State Park	585 Dublin Road	Jaffrey	6	Will Call	estimated at 7 pu/year, must be "bear proof"	\$65.00
Monadnock State Park	Rt 124, 116 Poole Road	Jaffrey	6	Will Call	estimated at 5 pu/year, must be "bear proof"	\$65.00
Liquor Store #71 Lee	60 Calef Highway, Unit #4	Lee	2	weekly		\$16.00
Liquor Store #31 Manchester	East Side Plaza, 885 Hanover Street	Manchester	2	weekly		\$18.00
Liquor Store #33 Manchester	North Side Plaza, Bicentennial Drive	Manchester	2	weekly		\$18.00
Manchester DMV Sub-station	377 So Willow Street	Manchester	2	Bi-Weekly		\$20.00
Liquor Store #30 Milford	Market Basket Plaza 21 Jones Road, Ste #6 Milford, NH 03055	Milford	2	Every other week		\$18.00
Liquor Store #32 Nashua	Westside Plaza, 40 Northwest Blvd.	Nashua	2	weekly		\$16.00
Liquor Store #68 N Hampton	69 Lafayette Road, Village Shppng Ctr	North Hampton	8	weekly		\$42.00
Mechanical Services (DOT) North Hampton Satellite Facility	147 South Rd	North Hampton	6	weekly		\$42.00
Liquor Store #51 Pelham	Route 38	Pelham	2	weekly		\$15.00
Liquor Store #45 Pittsfield	6 Water Street	Pittsfield	2	twice/week		\$17.00
Liquor Store #49 Plaistow	9 Plaistow Rd. Shaw's Plaza	Plaistow	2	weekly		\$17.00
Liquor Store #6 Portsmouth	Pick N Pay, 800 Islington Street	Portsmouth	4	Twice/month		\$35.00
NH Employment Security	2000 Lafayette Road	Portsmouth	2	Weekly		\$18.00
Liquor Store #62 Raymond	Raymond Shp Ctr, Route 27, RFD 2	Raymond	2	Every other week		\$18.00
Salem DMV	154 Main Street	Salem	2	monthly		\$22.00
Liquor Store #13 Somersworth	5 Somersworth Plaza	Somersworth	2	twice/month		\$18.00

Liquor Store #25 Stratham	Kings Hgwy Plz, Kings Hwy, 28B Portsmouth Ave.	Stratham	4	weekly		\$25.00
Liquor Store #40 Walpole	32 Ames Plaza Lane	Walpole	2	weekly		\$30.50

ADDITIONAL SIZES				
Location	Dumpster one size larger than specified (Cubic Yard)	Price/Pick up \$	Dumpster one size smaller than specified (Cubic Yard)	Price/Pick up \$
<i>Example</i>	<i>8</i>	<i>\$12.00</i>	<i>4</i>	<i>\$8.00</i>
Rockingham County Superior Court	8	\$42.00	4	\$28.00
Chesterfield Gorge Natural Area	4	\$127.50		
Dept of Safety	4	\$30.00		
DRED Main Office	4	\$27.00		
NH State Prison Farm			8	\$67.20
NH State Prison for Men	8	\$54.00	4	\$36.00
NH State Prison for Men	8	\$54.00	4	\$36.00
NH State Prison for Men			8	\$62.40
NH State Prison for Men			8	\$62.40
NH State Prison for Men			8	\$62.40
NH State Prison for Men			8	\$62.40

NH State Prison for Men			8	\$62.40
NH State Prison for Women	10	\$63.25	6	\$49.50
NH State Prison Warehouse	8	\$48.00	4	\$32.00
Dover Point DMV Sub-station	4	\$27.00		
Liquor Store #9 Dover	4	\$27.00		
Liquor Store #43 Farmington	4	\$27.00		
Patrol Shed 415	8	\$78.00	4	\$52.00
Liquor Store #78 Hampstead	4	\$27.00		
Patrol Shed 408	8	\$78.00	4	\$52.00
Gilson Pond State Park	8	\$78.00	4	\$52.00
Monadnock State Park	8	\$78.00	4	\$52.00
Liquor Store #71 Lee	4	\$24.00		
Liquor Store #31 Manchester	4	\$27.00		
Liquor Store #33 Manchester	4	\$27.00		
Manchester DMV Sub-station	4	\$30.00		
Liquor Store #30 Milford	4	\$27.00		
Liquor Store #32 Nashua	4	\$24.00		
Liquor Store #68 N Hampton	10	\$48.30	6	\$37.80
North Hampton Beach			8	\$96.00
Mechanical Services (DOT) North Hampton Satellite Facility	8	\$50.40	4	\$33.60

Liquor Store #51 Pelham	4	\$22.50		
Liquor Store #45 Pittsfield	4	\$25.50		
Liquor Store #49 Plaistow	4	\$25.50		
Liquor Store #6 Portsmouth	6	\$44.63	2	\$21.00
NH Employment Security	4	\$27.00		
Liquor Store #62 Raymond	4	\$27.00		
Salem DMV	4	\$33.00		
Liquor Store #13 Somersworth	4	\$27.00		
Liquor Store #25 Stratham	6	\$31.88	2	\$15.00
Liquor Store #40 Walpole	4	\$45.75		
Patrol Shed 410	8	\$78.00	4	\$52.00

3. INVOICE

Itemized invoices shall be submitted to the individual agency after the completion of the job/services and shall include a brief description of the work done along with the location of work.

Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

The invoice shall be sent to the address of the using agency under agreement.

4. PAYMENT Payment method (P-Card or ACH). **Payments shall be made via ACH or Procurement Card (P-card = Visa Credit Card) Unless otherwise specified by the state of New Hampshire. Use the following link to enroll with the State Treasury for ACH payments:** <https://www.nh.gov/treasury/state-vendors/index.htm>

EXHIBIT C
SPECIAL PROVISIONS

There are no special provisions of this contract.

EXHIBIT D

RFB #2105-19 is incorporated here within.

CERTIFICATE OF VOTE

(Corporation with Seal)

I, Alan Dunn, President of the
(Corporation Representative Name) (Corporation Representative Title)

Pineard Waste Systems Co Inc, do hereby certify that:
(Corporation Name)

(1) I am the duly elected and acting President of the
(Corporation Representative Title)

Pineard Waste Systems Co Inc a New Hampshire corporation (the
"Corporation");
(Corporation Name) (State of Incorporation)

(2) I maintain and have custody of and am familiar with the Seal and minute books of the Corporation;

(3) I am duly authorized to issue certificates;

(4) the following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the

22 day of Oct, 2018 which meeting was duly held in accordance with

New Hampshire law and the by-laws of the Corporation:
(State of Incorporation)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting by and through the Department of Health and Human Services, providing for the performance by the Corporation of certain Waste Removal services, and that the President (any Vice President) (and the Treasurer) (or any of them acting singly) be and hereby (is) (are) authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, seal, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) as (she) (he) (any of them) may deem necessary, desirable or appropriate to accomplish the same;

RESOLVED: That the signature of any officer of this Corporation affixed to any instrument or document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

The forgoing resolutions have not been revoked, annulled or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; and the following person(s) (has) (have) been duly elected and now occupy the office(s) indicated below

Alan Dunn President Name

____ Vice President Name

Alan Dunn Treasurer Name

IN WITNESS WHEREOF, I have hereunto set my hand as the President
(Title)

of the Corporation and have affixed its corporate seal this 22 day of Oct, 2018.



President
(Title)

(Seal)

STATE OF N.H.

COUNTY OF Merrimack

On this the 22 day of Oct, 2018, before me, Alan Dunn, the undersigned officer,
personally appeared [Signature], who acknowledge her/himself to be the

President, of Pinard Waste Systems Co., Inc. a corporation, and that
she/he, as
(Title) (Name of Corporation)

such President being authorized to do so, executed the foregoing instrument for the
(Title)

purposes therein contained, by signing the name of the corporation by her/himself as

[Signature]

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Pauline B. Compagna
Notary Public/Justice of the Peace



My Commission expires

Business Information

Business Details

Business Name:	PINARD WASTE SYSTEMS CO., INC.	Business ID:	21382
Business Type:	Domestic Profit Corporation	Business Status:	Good Standing
Business Creation Date:	05/08/1974	Name in State of Incorporation:	Not Available
Date of Formation in Jurisdiction:	05/08/1974		
Principal Office Address:	32 W River Road, Hooksett, NH, 03106, USA	Mailing Address:	PO Box 5048, Manchester, NH, 03108, USA
Citizenship / State of Incorporation:	Domestic/New Hampshire		
		Last Annual Report Year:	2018
		Next Report Year:	2019
Duration:	Perpetual		
Business Email:	acaron@pinardwaste.com	Phone #:	NONE
Notification Email:	NONE	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / TRANSPORTATION AND DISPOSAL OF RUBBISH	

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Registered Agent Information

Name:	Delyani, Anthony, Esq
Registered Office Address:	100 Market Street S301, Portsmouth, NH, 03801, USA
Registered Mailing Address:	100 Market Street S301, Portsmouth, NH, 03801, USA



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/29/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Lisa Nolan, CPCU PHONE (A/C, No, Ext): (603) 669-3218 E-MAIL ADDRESS: lnolan@crossagency.com FAX (A/C, No): (603) 645-4331
INSURED Pinard Waste Systems Co., Inc. P. O. Box 5048 Route 3A Manchester NH 03108	INSURER(S) AFFORDING COVERAGE INSURER A: Firemen's Ins. Co. of Washington NAIC # 21784 INSURER B: Acadia Ins Co. 31325 INSURER C: Hallmark Specialty Ins Co 26808 INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 18-19 All lines w/excess REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket Contractual per form CG 0001 (12/07) GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CPA0037333-31	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		CAA0037332-32	7/1/2018	7/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist BI-single \$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS		COA0037334-31	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Umbrella liability		77RX184BF7	7/1/2018	7/1/2019	Each occurrence 3,000,000 Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

State of NH Administrative Services State House Annex, Room 102 25 Capitol Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE R Kennedy/JSC <i>Richard J Kennedy</i>
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P.O. Box 3898
Concord, NH 03302-3898
(603) 224-7337

CERTIFICATE OF INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S) AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

This is to certify that: Pinard Waste Systems Co., Inc.
PO Box 5048
Manchester, NH 03108

Certificate #: 131

Is, at the issue date of this certificate, insured by the Company, under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and conditions and is not altered by any requirement, term or condition or other document with respect to which this certificate may be issued.

COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATE: NH

TYPE OF POLICY	EXP DATE	POLICY NUMBER	LIMIT OF LIABILITY	
	Continuous*			
	Extended			
	Policy Term			
Workers' Compensation Any Proprietor/Partner/Executive Officer/Member Excluded? Yes: <input type="checkbox"/> If yes, describe under Description of Operations below	01/01/2018-01/01/2019	P000370NHMTA2018	Bodily Injury By Accident	\$1,000,000
			Bodily Injury by Disease Policy Limit	\$1,000,000
			Bodily Injury by Disease Each Person	\$1,000,000
Description of Operations:				
ADDITIONAL COMMENTS:				

*If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

NOTICE OF CANCELLATION: (Not applicable unless a number of days is entered below.) Before the stated expiration date, the company will not cancel or reduce the insurance afforded under the above policies until at least 30 days. Notice of such cancellation has been mailed to:

NH MOTOR TRANSPORT ASSOCIATION SELF-INSURANCE GROUP TRUST

State of New Hampshire
25 Capitol Street

Concord, NH 03301

Authorized Representative

Concord, NH
Office

603-224-7337
Phone Number

12/18/2017
Date Issued